

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 13
BRIAN K. GRUMBLING	:	Case No. 18-70245-JAD
PATRICIA GRUMBLING	:	
	:	
Debtors	:	Judge: The Honorable Jeffery A. Deller
	:	
APEX BANK F/K/A BANK OF CAMDEN	:	DATE AND TIME OF HEARING: Friday, April 5, 2019 at 11:00 a.m.
Movant,	:	
v.	:	RESPONSES DUE: March 1, 2019
BRIAN K. GRUMBLING	:	
PATRICIA GRUMBLING, and	:	
RONDA J. WINNECOUR, TRUSTEE	:	

**CONSENT ORDER RESOLVING  
MOTION FOR RELIEF OF APEX BANK F/K/A BANK OF CAMDEN**

Upon consideration of the Motion for Relief From the Automatic Stay (the "Motion") filed by Apex Bank f/k/a Bank of Camden ("Apex"), and with the consent of Brian Grumbling and Patricia Grumbling (the "Debtors") and Ronda J. Winnecour, Trustee, the Court hereby orders as follows:

1. The Motion is GRANTED as set forth herein.
2. The automatic stay of 11 U.S.C. § 362 is vacated as to the Debtors' interest in the real property located at 300 11th Street, Windber, PA 15963 (the "Property") in order to allow Apex, or their successors, to proceed with their rights relating to the Property, subject to the terms set forth herein.
3. Apex will not proceed with any action to enforce its rights relating to the Property while the Debtors are in compliance with the terms of this Order, the note, which is attached to the Apex's proof of claim<sup>1</sup> as Exhibit A, and the mortgage, which is attached to Apex's proof of claim as Exhibit B, and the Debtors' Amended Chapter 13 Plan.
4. The Debtors will continue to pay the Chapter 13 Trustee the regular monthly payments and the arrearage payment under their Amended Chapter 13 Plan filed on March 28, 2019 (Document No. 46).

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<sup>1</sup> Apex has a secured claim in the amount of \$66,770.56 plus continuing interest and fees.

5. Apex will retain its lien against the Property until Apex receives payment of its secured claim in full.

6. If the Debtors default on their obligation to make monthly payments to the Trustee under their Amended Chapter 13 Plan, or are otherwise in default of Debtors' obligations under the note and mortgage, except as modified herein, Apex may send a notice of default to the Debtors and their counsel via email to [clrfldesq@aol.com](mailto:clrfldesq@aol.com). Any notification of payment default sent to [clrfldesq@aol.com](mailto:clrfldesq@aol.com) is deemed valid and received upon sending. If the default is not cured within ten (10) days, Apex may file a Certification of Default with the Court, and subject to the Debtors' right to challenge the existence of a default, the relief from the automatic stay granted in this Order shall immediately become effective and Apex may proceed with enforcement of its rights and remedies under the loan documents, including without limitation a sheriff sale of the Property.

Respectfully submitted,

/s/ Kristen Wetzel Ladd  
Kristen Wetzel Ladd, Esq.  
Unruh Turner Burke & Frees, P.C.  
17 W. Gay Street  
West Chester, PA 19381  
*Counsel for Apex Bank*

Respectfully submitted,

/s/ Kenneth P. Seitz  
Kenneth P. Seitz, Esquire  
Law Offices of Kenny P. Seitz  
P.O. Box 211  
Ligonier, PA 15658  
*Counsel for Debtor*

Respectfully submitted,

/s/ Jana S. Pail  
Jana S. Pail, Esq.  
169 Ridgewood Rd  
Pittsburgh, PA 15237-4075  
*Counsel for Trustee*

SO ORDERED:

DATED: \_\_\_\_\_

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The Honorable Jeffery A. Deller  
United States Bankruptcy Court